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July 27, 2024

VIA PRO SE INTAKE

Hon. Sarah Netburn, U.S.D.J.
United States District Court
Thurgood Marshall Courthouse
40 Foley Square, Room 430
New York, NY 10007

Re: *Arthur Balder v. Susan Sarandon, et al*, Case No.: 1:22-cv-06401-JLR-SN

Hon. Judge Netburn:

I am the Plaintiff in this action. This letter is submitted pursuant to I.A of your Honour's Individual Practices to request.

Your Honour's Order dated July 17th, 2024 states, [docket nr. 145]:

"ORDER granting [144] Letter Motion for Extension of Time. By August 2, 2024, the parties shall file any responses to objections to the Court's December 18, 2023 Report and Recommendation and any motion to enforce the settlement agreement. (HEREBY ORDERED by Magistrate Judge Sarah Netburn)(Text Only Order) (Netburn, Sarah)"

Up to this date, Plaintiff has gone to great lengths in good faith to facilitate the Settlement, as it will be shown in detail in the Motion to Enforce, only to receive last-minute proposals that clearly **do not include the material terms of the Settlement Agreement** of which Your Honor is a witness and this Court a grantor, and which were recorded. Time-weaponisation, however, has been a practice of Defendants that is very well-known and documented by this Court since this case was moved from NY Supreme Court to SDNY.

One of the basic terms agreed on by all Parties in the Settlement Agreement, engulfing all others, is its confidentiality.

See Settlement Conference Transcript, [REDACTED] affirmed unambiguously by all Parties on the record:

[REDACTED]

To preserve confidentiality of the settlement terms, and being confidentiality one of the material terms of the Settlement itself, **the Court sealed**

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the Settlement Conference Transcript. Hence we request the confidential portions of upcoming Motion to Enforce Settlement be filed under seal.

Since Plaintiff intends to file a Motion to Enforce the Settlement on August 2nd, **Plaintiff beseeches that this Court allows him to file this Motion to Enforce under seal to ensure confidentiality is not waived or breached**¹.

We remind the Court that Your Honor witnessed in person, at the last status conference on Settlement Execution on for June 18, 2024, at 2:00 p.m. [docket nr. 139, held to discuss settlement execution], that some Parties clearly wished to distance themselves from the proclivity and relishing of other Parties in public outcry, media circus and chaos, agreeing that this was contrary to their wishes and their will to remain not associated publicly to such spectacles. Plaintiff entirely agrees in that with them. Being the status, influence and the stature in the media of some Parties so different from the private lives that other Parties *wish and want* to live [as it is Plaintiff and Plaintiff's family wish], Plaintiff finds his petition to preserve confidentiality even more urgent, and appropriate since it is part of the terms of the Settlement itself.

Plaintiff, who also fully manifested this position in his *Ex parte* letter before the first Settlement conference, joins the majority of Defendants in this request of strictly safeguarding the confidentiality of the Settlement from other Parties tendency to "claim media attention at all cost".

Additionally, and very importantly, **not preserving, or violating the confidentiality of the Settlement Agreement puts at risk, may destroy, invalidate the value of all other material terms**, for Plaintiff and for Defendants alike for different reasons that should not be discussed here, **rendering them useless or even harmful in many aspects**. That's why all parties agreed on the confidentiality.

For all this reasons, and the fact of law that confidentiality *is part of the material terms* of the Settlement reached by all Parties, **Plaintiff beseeches this petition to be granted by the Court.**

Also, and with great emphasis on this matter, Plaintiff requests any answer to Plaintiff's Motion to Enforce by any **Defendants be also ordered to keep confidentiality respected**, and, also, and with great emphasis on this matter, thus any references to the Settlement Agreement **and to communications**

¹ This practice is not unknown to this Court's recent decisions. See *Conway v. Healthfirst*, 21-cv-06512 (RA)(SN), on a Settlement Conference presided over by Hon. Sarah Netburn, U.S.D.J. by end of 2023.

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held under FRE 408, only intending discussions for settlement purposes only, be also ordered to be kept confidential in any papers.

We greatly appreciate your Honour's time and consideration in this matter.

Respectfully Submitted,

/s/ Arthur Balder

Cc. All other Parties (via ECF).